



STATE OF ARIZONA
DEPARTMENT OF EDUCATION
CONTRACTS MANAGEMENT UNIT

REQUEST FOR QUOTATION (RFQ)

RFQ REFERENCE NUMBER:

ED07-0005

Description: **Transition Team Trainer**

OFFER DUE DATE: August 31, 2006

at 5:00 P.M. MST

DATE ISSUED: **August 21, 2006**

Submittal Location:

Arizona Department of Education
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

Procurement Officer: Richard Adickes

Phone: (602) 364-2517 FAX: (602) 364-0598

In accordance with A.R.S. §41-2535, the Arizona Department of Education's Contracts Management Unit is issuing this request for quotation for the materials or services specified. Offers will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

Further, in accordance with A.R.S. §41-2535, if practicable, this procurement shall be restricted to small businesses. Quotations received from other than small businesses will be considered after the Procurement Officer determines that no small business has provided a responsible quotation.

SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. 41-1001). Procurements estimated to cost less than ten thousand dollars shall be restricted to small businesses in accordance with A.A.C. R2-7-335.

Signature of Person Authorized to Certify Status as Small Business

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

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OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the Solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person

Telephone Number: _____

Date

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

CFDA No. _____

Your Offer is hereby accepted. You are now bound to perform the services based upon your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number _____

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2000

Procurement Officer

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Contracts Management Unit
1535 West Jefferson Street, Bin 37
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SECTION 1

SCOPE OF WORK

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1. Statement of Purpose

The purpose of this Request for Quote is to hire a trainer (s) who will design content and resource materials and implement a training program using these materials for the ADE/ESS Transition State Training Team and the Arizona Community Transition Teams.

2. Scope of Work

Background: Community Transition Teams

A Community Transition Team is a local coalition with a vested interest in ensuring a child's successful movement from school participation to post-school activities. These post-school activities might include postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, accessing adult services, living independently, or participating in community functions following high school.

The team must include school personnel from administration, special, and general education, parents, and students as well as adult agency partners. A strong community transition team will also comprise representatives from local community organizations or agencies, such as local governments, non-profit organizations, consumer advocacy groups, trade associations, postsecondary institutions, vocational education agencies, adult educational agencies, faith-based organizations, employers and supported employment personnel, recreation departments, or independent living providers. The membership of each transition team will differ, depending upon the needs of the community represented. Each public education agency (PEA) will identify stakeholder members that are meaningful to the planning process in that community: decision makers, implementers, consumers, and community partners who comprise an adequate representation of the community.

During the 2006–2007 grant cycle, ADE/ESS plans to partner with PEAs that demonstrate critical needs in developing comprehensive community-wide transition systems for youth with disabilities, aged 16–21. The funds from these grants will help to lay the foundation for systemic special education transition planning at the targeted education agencies. The proposed plan must describe how other funding sources will support a comprehensive community-wide transition system grant.

Arizona Department of Education Capacity Building Grants 2006–2007 will provide Arizona Community Transition Team Training (ACTTT) to Community Transition Team Grantees. Teams will learn research-based, effective practices and understand how to develop their own comprehensive community models for successful youth transition.

The expected outcomes of the 2006–2007 Arizona Community Transition Team Training (ACTTT) include improved capacity of public education agencies to provide transition programs for youth with disabilities who are ages 16–21, and provide for a seamless and comprehensive transition system that will ultimately result in full community participation for every student exiting from high school regardless of disability.

3. Trainer (s) Responsibilities

A. Using a systems' change approach, the focus of the training shall be to:

- 1) Assist public education agencies and interagency partners in determining their level of readiness and commitment to forming a community transition team for developing a community-wide transition system;
- 2) Provide an understanding of transition planning, services, and research-based, effective practices in transition as a framework for educators, students, families, administrators, interagency personnel, community partners, and employers to ensure that they have the necessary knowledge and tools to improve postsecondary outcomes for transitioning youth;

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- 3) Provide training and technical assistance in developing a strategic plan for community-wide transition systems during the cycle of the contract. However, a continuing plan for follow-up support will be designed by the trainer in collaboration with ESS. Ongoing support to Community Transition Teams will be provided by the State Training Team.
 - 4) Improve access to, and availability and appropriateness of, employment opportunities and other post-school activities as defined in IDEA 2004;
 - 5) Elevate community awareness of, and commitment to, the improvement of postsecondary outcomes as defined by a post-school outcomes survey; and
 - 6) Eliminate the number of students who report dissatisfaction with postsecondary outcomes one year after exiting high school.
- B. Facilitating lasting change for all students will require an ongoing process of complex changes. It necessitates having both awareness of research on effective practices related to systems change as well as effective models for promoting such change. Ensuring such actions requires systemically planning, implementing, and evaluating strategies that impact both organizations and individuals. To accomplish this, the trainer will:
- 1) Design training curriculum for the Arizona Department of Education Community Transition Team Training (ACTTT). The curriculum will include written materials, agendas, collaborative planning of training components with ADE/ESS staff, on-site facilitation and training, and evaluative design. The Arizona Community Transition Team Training (ACTTT) training curriculum shall be designed to offer the participant awarenesses, action steps, and understanding of the stages of change, and educational components that will ultimately result in smoother, more successful experiences for children with disabilities as they accept their new roles as fully participating adults in their communities. Curriculum components shall be approved by the ADE/ESS, Director of Special Projects prior to implementation. Periodic meetings to review the status of curriculum development will be arranged between the contractor and ESS, Director of Special Projects.
 - 2) Components and related materials of the training curriculum shall include the following:
 - a) Assessment of Current Needs and Resources:
 - b) Visioning and Strategic Action
 - c) Plan Implementation and Monitoring
 - d) Evaluation
- C. The trainer (s) will work closely with the ADE/ESS in all aspects of design and development of materials, training agendas, and other associated information pertaining to this contract. In addition, the offeror shall participate in regularly scheduled planning calls/meetings with the leadership of ADE/ESS and others identified as the State Training Team as required during the term of the contract.
- D. All materials developed specifically for this contract will become property of the Arizona Department of Education.

4 ADE/ESS Responsibilities

- A. Provide a needs assessment instrument
- B. Develop marketing materials and recruit Community Transition Teams for training.
- C. Develop policy and procedures for state resource training team
- D. Distribute materials to grantees

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- E. Schedule support visits
- F. Recruit and hire trainer (s) trainer.
- G. Collaborate with trainer (s) in the development and implementation of the training components.
- H. Assist PEA's to evaluate the effectiveness of providing and delivering transition services to students.
- I. Provide an instrument to collect baseline data and a system to evaluate post-school outcomes
- J. Utilize and disseminate transition resources listed on the ESS web site
- K. Printing of training materials

5. Eligible Offerors

- A. The offeror must possess a Doctorate degree in an applicable field (social work, sociology, organizational psychology, educational leadership), with a minimum of eight (8) years of progressively responsible experience in the provision of designing training curriculums, consulting, and providing community based services to individuals with disabilities.
- B. The offeror must have demonstrated experience in building community capacities and systems change as demonstrated by national presentations on systems change and capacity building topics. Exceptional written presentation skills and experience in working with community teams is required, and will be documented by citations of published works, presentations, and experience.
- C. The trainer must have demonstrated competencies to develop the content of the sessions, based on material that he /she has personally developed that is based on current, valid, and respected research in the field of systems change and capacity building. Content should include, but may not be limited to: understanding the change process, understanding the concept of power as it relates to change, steps and stages to the advocacy process, and community organization.
- D. The offeror will be required to facilitate a series of four two-day (Friday / Saturday) trainings in Phoenix, Arizona. The training dates will take place between October 2006 and June 2007 at the Hilton Phoenix Airport Hilton, 2435 S. 47th Street, Phoenix, AZ 85034. The currently scheduled dates are 10/6/06 & 10/7/06, 12/8/06 & 12/9/06, 2/2/07 & 2/3/07, and 4/13/07 and 4/14/07.

SECTION 2

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
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1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms have the following meaning:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Department" means the Arizona Department of Education.
 - C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).
2. **Changes.**
 - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
3. **Insurance Requirements.**
 - A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage(s) below:
 - (1) **Commercial General Liability**, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the *Insurance Service Office, Inc. Form CG25031185*, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Arizona Department of Education as an additional Insured with reference to this contract. The policy shall include coverage for:

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- (a) Bodily Injury;
 - (b) Broad Form Property Damage (including completed operations);
 - (c) Personal Injury;
 - (d) Blanket Contractual Liability;
 - (e) Products and Completed Operations, and this coverage shall extend for one (1) year past acceptance, cancellation or termination of the services or work defined in this contract; and
 - (f) Fire Legal Liability.
- (2) **Business Automobile Liability**, with minimum limits of \$1,000,000 per occurrence combined single limit, with *Insurance Service Office, Inc. Declarations* to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and the Arizona Department of Education as an Additional Insured with reference to this contract.
- (3) **Workers Compensation and Employers Liability** Insurance as required by the State of Arizona Workers Compensation statutes, as follows:
- (a) Workers Compensation (Coverage A): Statutory Arizona Benefits; and
 - (b) Employers Liability (Coverage B):
 - \$500,000 each accident;
 - \$500,000 each employee/disease; and
 - \$1,000,000 policy limit/disease.
- Policy shall include endorsement for All State coverage for state of hire.
- (4) **Professional Liability** Insurance with minimum limits of \$1,000,000 each claim (or each wrongful act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this Contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract and, at the discretion of the State of Arizona and the Arizona Department of Education, shall include one of the following types of Professional Liability policies:
- (i) Directors and Officers;
 - (ii) Errors and Omissions;
 - (iii) Medical Malpractice;
 - (iv) Druggists Professional;
 - (v) Architects/Engineers Professional;
 - (vi) Lawyers Professional;
 - (vii) Teachers Professional;
 - (viii) Accountants Professional;
 - (ix) Social Workers Professional;
 - (x) Other (Specify profession from Scope of Work).
- (a) The State of Arizona and the Arizona Department of Education shall be named as an Additional Insured as their interests may appear.

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- (b) The policy shall contain an Extended Claim Reporting Provision of not less than one (1) year following termination of the policy.
- B. The State of Arizona and the Arizona Department of Education reserve the right to request and receive certified copies of all policies and endorsements within ten (10) calendar days of contract signature.
- C. Certificates of Insurance acceptable to the State of Arizona and the Arizona Department of Education shall be issued and delivered prior to the commencement of the work defined in this Contract, and shall identify this Contract and include certified copies of endorsements naming the State of Arizona and the Arizona Department of Education as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled until at least 30 days prior written notice has been given to the State of Arizona and the Arizona Department of Education. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this Contract.
- D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and the Arizona Department of Education may immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Arizona Department of Education shall be repaid by the Contractor upon demand, or the State of Arizona and the Arizona Department of Education may offset the cost of the premiums against any monies due to the Contractor. Costs for coverages broader than those required, or for limits in excess of those required, shall not be charged to the State of Arizona or the Arizona Department of Education. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.
3. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through September 30, 2007, unless terminated, canceled, or extended as otherwise provided herein.
4. **Option to Renew Contract.** This Contract shall not bind nor purport to bind ADE and the Contractor for any contractual commitment in excess of the original contract term. ADE shall have the right, at its sole option, to renew the Contract, in one year increments or any portion thereof, not to exceed a total contracting term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the option terms.
5. **Price Adjustments.** Prices shall remain as bid for the initial term of this Contract, though, after that initial term the Contractor may request a price adjustment for products or services delivered under this Contract. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Procurement Officer will analyze the request and compare it against market prices, trade publications, and the Consumer Price Index. If the Procurement Officer and the Contractor agree to a price adjustment, it shall be effected through a written bi-lateral contract amendment. Price adjustments shall become effective upon signature of the Procurement Officer, or as mutually agreed, though, at no time, shall upward price adjustments be retro-active.
6. **Contractor's Obligation Regarding Confidentiality.**
- A. Due to the sensitive nature of the information maintained by ADE, the Contractor acknowledges that all information disclosed to it concerning ADE's operations during performance of this Contract shall not be disclosed to third parties without the ADE's prior written consent.
- B. All proprietary information and all copies thereof shall be returned to ADE upon completion of the work for which it was obtained or developed.

SECTION 2

SPECIAL TERMS AND CONDITIONS

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7. **Removal of Contractor Personnel.** The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. ADE may require that the Contractor remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of ADE, not justified due to unacceptable performance of duties, or is inconsistent with the interests of ADE.
8. **Employment of State Personnel.** The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.
9. **Acceptance of Services.** Determination of the acceptability of work will be made by ADE. Work shall be completed in a responsible and professional manner and in accordance with the Statement of Work, schedules, test plans, or performance/operating standards which are incorporated in each work assignment.
10. **Ownership.** All deliverables and/or other products of this Contract (including, but not limited to, all software documentation, reports, records, summaries and other matter and materials prepared or developed by the Contractor in performance of this Contract) shall be the sole, absolute and exclusive property of ADE, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers, or employees, with the exception of third party proprietary software packages which may be procured under this or separate agreement.
11. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
12. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
13. **Warranty of Services.**
 - A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
 - A. In addition to its other remedies, ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
14. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
15. **Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead"

<p style="text-align: center;">SECTION 2 SPECIAL TERMS AND CONDITIONS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF EDUCATION Contracts Management Unit 1535 West Jefferson Street, Bin 37 Phoenix, Arizona 85007</p> <p style="text-align: center;">CONTRACT NO. ED07-0005</p>

services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the quote.

16. Federal Immigration and Nationality Act:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

SECTION 3 CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

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1. **Payments.** The Contractor will be paid upon the submission of proper invoices for the services performed. The Contractor shall submit invoices to the following address:

Arizona Department of Education
ESS, Bin #24
1535 West Jefferson Street
Phoenix, Arizona 85007

2. **Invoices.**

- A. The Contractor shall submit invoices, in the format provided by ADE, for work that has been performed in accordance with the contract terms and conditions and accepted by ADE within thirty (30) working days after providing the services. ADE shall pay the Contractor within thirty (30) working days of receipt of invoices, provided the invoices include the required information and supporting documentation.
- B. The Contractor shall invoice only for the actual services performed in conjunction with the requirements of the contract.
- C. Each invoice shall provide the following information, as applicable: contract number and purchase order number.

3. **Mailing of Payments.** Address to which payment should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State) (Zip Code)

4. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

SECTION 3 CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION
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5. The ADE representative to contact for technical matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.):

Steven Mishlove
Director of Special Projects/ESS
Arizona Department of Education
1535 West Jefferson Street, Bin #24
Phoenix, Arizona 85007
Phone: (602) 364-4018
E-mail: Steven.Mishlove@azed.gov

6. The Procurement Officer named below will manage all contract administration matters. All correspondence concerning this contract shall be directed to this individual.

Richard Adickes
Contracts Management Unit
Arizona Department of Education
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007
Phone: (602) 364-2517
FAX: (602) 364-0598
E-mail: Richard.Adickes@azed.gov

SECTION 4

SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
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SOLICITATION NO. ED07-0005

1. **Incorporation by Reference:** The State of Arizona's Uniform Terms and Conditions, and Uniform Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the Arizona Enterprise Procurement Services office (<http://azeps.az.gov>) or by calling either, the Enterprise Procurement Services Office at (602) 542-5511 or the Arizona Department of Education at (602) 542-6537. *It is the Offeror's responsibility to obtain the current revision of these documents.*
2. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms have the following meaning:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Department" means the Arizona Department of Education.
 - C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).
3. **Required Information.** The following shall be submitted concurrent with and as part of the Quote:
 - A. Offer and Contract Award Form;
 - B. Section 3, Contract Administration;
 - C. Attachment 5.1, Prices;
 - D. Attachment 5.2, Offeror's Organization;
 - E. Attachment 5.3, Offeror's References;
 - F. Attachment 5.4, Sole Proprietor Certificate (if applicable); and
 - G. Solicitation Amendments (if any).
4. **Award of Contract.** Award of a contract will be made to the responsible bidder submitting the quotation which is most advantageous to the State and conforms to the solicitation.
5. **Offer Format and Content.**
 - A. **One clearly marked original quote** shall be submitted. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the quote along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby.
 - B. To facilitate evaluation, the Quote must be specific, and complete to clearly and fully demonstrate the bidder has a thorough understanding of the requirement(s), can provide detailed information and relate experience concerning previous performance of similar services.

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

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- C. The Quote response shall include a signed copy of the Offer and Award Form and completed Attachments 5.1, 5.2, 5.3, and 5.4 (if applicable).
6. **Evaluation and Selection.** Evaluation of offers may be accomplished as follows:
- A. Step One. Initial review of quote to determine basic susceptibility for award of the Solicitation, where quotes will be reviewed to insure they include all required information.
- B. Step Two. Evaluation of offer to assess the bidder's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
7. **Certificate of Insurance Form.** ADE recommends that the bidder consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 6.1. If the bidder wishes, it may submit a substantially similar Certificate of Insurance. If the bidder so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.
8. **Brand Name or Equal Description.**
- A. Bidders must provide manufacturer's descriptive literature to support bids for equipment other than that described in the Specifications.
- B. Any make, brand or model offered other than described in the Specifications may be required to be submitted for testing by ADE. Any costs involved in testing, including shipping to and from bidder's place of business, shall be borne by the bidder.
9. **Descriptive Literature.** Offerors shall include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the proposal being rejected.
10. **Federal Immigration and Nationality Act:** By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

**ATTACHMENT 5.1
PRICE SCHEDULE**

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

SOLICITATION NO. ED

Provide services in accordance with the requirements of section 1, Scope of Work. \$_____

Budget Period: Award through September 30, 2007

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 5.2

OFFEROR'S ORGANIZATION SOLICITATION NO. ED07-0005

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers.

	<u>YES</u>	<u>NO</u>
1. <u>Administrative Agent</u>		
Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. <u>Civil Rights Compliance Data</u>		
Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. <u>Prior Felony Conviction(s)</u>		
Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Suspension or Exclusion from Federal or State Program(s)</u>		
Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 5.2

OFFEROR'S ORGANIZATION SOLICITATION NO. ED07-0005

9. Phoenix area address and telephone number, if different than provided on the Offer and Award Form:

(Street Number)

(City and State)

(Zip Code)

(Telephone Number)

(Fax Number)

10. Provide an overview of your firm that includes organizational structure, number and location of offices and the number of employees at each office location. Also indicate the extent and type of involvement of each office listed. Identify the office location from which a majority of the key personnel will be assigned to any resultant contract.
11. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this Solicitation.

(Firm's Name)

(Street Number)

(City and State)

(Zip Code)

12. If other than a government agency

A. When was the Offeror's firm formed? _____

B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.

ATTACHMENT 5.3

BIDDERS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
2.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____
3.	Company/Organization	_____
A.	Address	_____ _____
B.	Point of Contact/Phone #	_____
C.	Description of Services and When Provided	_____ _____ _____

ATTACHMENT 5.4



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of _____
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency _____
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, AZ 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

EXHIBIT 6.1**CERTIFICATE OF INSURANCE****CONTRACT NO.****VENDOR:****ARIZONA DEPARTMENT
OF EDUCATION****CONTRACTS MANAGEMENT UNIT****1535 WEST JEFFERSON, Bin 37****PHOENIX, ARIZONA 85007****(602) 542-6537**

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

Name and Address of Insurance Agency::	Company Letter	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury And Property Damage Combined		Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum		Umbrella Liability		
Statutory Limits		Workmen's Compensation and Employer's Liability		
		Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative